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### *Co-Lead Class and Settlement Class Counsel*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

*Aberin et al. v. American Honda Motor Co., Inc.*

Case No. 4:16-cv-04384-JST

**DECLARATION OF JAMES E. CECCHI  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR APPROVAL OF  
ATTORNEYS' FEES, COSTS AND  
CLASS REPRESENTATIVES' SERVICE  
AWARDS**

DECLARATION OF JAMES E. CECCHI IN SUPPORT OF PLAINTIFFS'  
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REPRESENTATIVES' SERVICE AWARDS  
CASE No. 4:16-cv-04384-JST

1 I, JAMES E. CECCHI, declare:

2 1. I am an attorney licensed to practice in New Jersey and am a shareholder of the law  
3 firm of Carella, Byrne, Cecchi, Olstein, Brody & Agnello, interim co-Class Counsel for Plaintiffs  
4 in this action. I have been admitted pro hac vice in this matter. Our firm, along with the law firm  
5 of Seeger Weiss LLP, were retained by the class representatives in this matter. I have personal  
6 knowledge of the information stated below based on my knowledge of this case and review of the  
7 file and would be competent to testify thereto. I submit this declaration in support of Plaintiffs'  
8 motion for attorney's fees, costs, and class representative service awards.

9  
10 2. This action and the Settlement involve owners and lessees of certain Acura  
11 automobiles: model years 2004-2008 TL, 2005-2008 MDX, and 2007-2009 RDX, purchased in  
12 the states of California, Kansas, New York, and Washington. Plaintiffs claim that the Defendant  
13 American Honda Company, Inc. ("Honda" or "AHM") failed to disclose a design defect in the  
14 "hands-free" calling system, HandsFreeLink™ ("HFL"), that causes it to fail to switch off when  
15 not in use and continue to operate as if it were in use, even when the vehicle was off and the key  
16 removed. This design defect in the HFL system causes excessive parasitic electrical drain, which  
17 results in frequent battery replacements and, once the warranty had lapsed, class members either  
18 hundreds of dollars to replace the HFL unit when the defect is triggered (as Honda's Service  
19 Bulletins recommend) or disconnecting the HFL unit and losing use of the HFL feature. The defect  
20 in the HFL system also creates a safety hazard, as a compromised vehicle battery may fail to start  
21 at any time, including if the owner is far from home or experiencing an emergency, or can cause a  
22 vehicle to lose power, including the use of headlights, during operation.

23  
24 3. Plaintiffs assert that the alleged defect caused them to suffer out-of-pocket losses  
25 Plaintiffs assert that the alleged defect caused them to suffer out-of-pocket losses claims under  
26

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1 the laws of California, Kansas, New York, and Washington.

2 4. The case has lasted nearly eight years and has been vigorously defended by  
3 defendant as was its right. As a consequence, Class Counsel has invested a significant quantum  
4 of effort prosecuting the case to this point. By way of example, Class Counsel incurred thousands  
5 of hours of attorney time responding to Honda's numerous efforts to dismiss or narrow this case,  
6 investigating the facts and legal claims against Honda, as well as communicating with and vetting the  
7 claims of the Plaintiffs. Class Counsel researched and authored five complaints (ECF Nos. 1, 29, 98,  
8 148, 403), and opposed a motion to transfer venue (ECF Nos. 30-34), two motions for spoliation of  
9 evidence and sanctions (ECF Nos. 105, 116-17), a motion for judgment on the pleadings (ECF Nos. 355,  
10 365), a motion for summary judgment (ECF Nos. 357-58, 366), six motions to strike Plaintiffs' expert  
11 witnesses (ECF Nos. 264-68, 359-60), and three motions to dismiss by Honda (ECF Nos. 42-44, 105,  
12 407). Class counsel also successfully moved for class certification (ECF Nos. 259, 260, 275-79, 281,  
13 291), and successfully opposed Honda's Rule 23(f) petition for permission to appeal the Court's class  
14 certification approval decision, ECF No. 302; Dkt. No. 21-80033 (9th Cir.). Throughout this process,  
15 Class Counsel participated in regular court conferences regarding the efficient and fair management of  
16 this litigation, ensuring that the interests of the Class were vigorously represented.

19 5. Class Counsel also engaged in significant discovery to ensure that they fully  
20 understood all the strengths, weaknesses, and risks associated with Class Members' claims before  
21 engaging in settlement negotiations. Class Counsel drafted and served multiple sets of written  
22 discovery and subpoenas. Class Counsel also drafted and served responses to multiple sets of  
23 written discovery propounded by Honda. Class Counsel further took depositions of Honda's  
24 experts, its employees and of Honda itself and defended Honda's depositions of Plaintiffs' experts  
25 and Plaintiffs (some of whom were deposed on two occasions). The fulsome exchange of

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1 discovery between the parties also resulted in a substantial number of discovery disputes that Class  
2 Counsel navigated to ensure Class Members' interests were represented to the fullest extent  
3 possible.

4 6. As set forth below, I (and my firm) have extensive experience in consumer class  
5 action litigation. Christopher Seeger and I have been appointed as lead counsel in similar class  
6 actions. In settling this case, we considered the risk of litigation, as well as the costs and  
7 consequences of delay had this matter not been resolved by way of settlement. Furthermore,  
8 settlement negotiations were extensive and conducted at arm's length.  
9

10 7. I participated in the extensive settlement negotiations in this matter at two key  
11 junctures. Before undertaking the time and expense of expert discovery in advance of class  
12 briefing, and the subsequent costs of class briefing and responding to Defendant's *Daubert*  
13 challenges, Plaintiffs undertook to resolve their claims with Defendant through mediation before  
14 Ellen Relkin on February 11, 2020. ECF Nos 229, 291. The mediation were unsuccessful but  
15 Plaintiffs' motion for class certification, and opposition to Defendant's challenges to their experts,  
16 were eventually successful.  
17

18 8. While the litigation of the class claims proceeded, I conducted private discussions  
19 and investigation, and independent verification of the facts in this matter. In addition, the parties  
20 mediated the case with Hon Daniel J. Buckley (ret.), a well-respected, neutral mediator who is  
21 experienced in mediating claims of the kind at issue in this action, on September 22, 2022 and  
22 October 12, 2022. I participated personally in these mediation sessions.  
23

24 9. The negotiations in this matter were at arm's length and the defendant Honda's  
25 position was zealously represented. I thoroughly vetted and discussed the merits and procedural  
26 obstacles, including the human and financial costs of protracted litigation on the demographic that  
27

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1 makes up the class. We considered various potential outcomes, and determined that the settlement  
 2 obtained is the very best outcome we could achieve for the class under the circumstances. The  
 3 issues of incentive awards, costs of administration and attorneys' fees were all negotiated after,  
 4 separate and apart from the remedies we accomplished on behalf of the class. I believe this  
 5 settlement is an excellent result, fair and reasonable, and should be approved.

6 10. As presented in Plaintiffs' motion for preliminary approval, and the supporting  
 7 Declaration of Christopher A. Seeger, which I incorporate here by reference, the cash benefits  
 8 available to individual members of the Settlement Class may exceed those that would have been  
 9 available at trial, but without the attendant risks of trial and subsequent appeals. ECF No. 429-1 at  
 10 ¶¶ 8-9.

11 11. Moreover, when viewed as a whole, the Settlement is worth approximately \$33  
 12 million, which includes the value of cash benefits made available to the Settlement Class, the costs  
 13 of notice paid for by Honda, the value of the administration of the Settlement, and the attorneys'  
 14 fees and costs incurred in reaching this settlement. First, the costs of notice, which included direct  
 15 mailing, a social media component and follow-up remainder emails, is estimated by the Notice  
 16 Administrator to be \$675,000. Bowden Decl. ¶ 28. Second, while Defendant served as the  
 17 Settlement Administrator, it is estimated by JND, which routinely handles such responsibilities,  
 18 that the cost of these services by a third party would be approximately \$575,000. *Id.* ¶ 29. Third,  
 19 as set forth below and, in more detail, in the accompanying declarations of my co-counsel here,  
 20 the attorneys' fees and costs incurred are \$9,797,336.66.

21 12. Fourth, the value of the cash benefits available to the Class is estimated, based in  
 22 part on an analysis requested by Class Counsel of Richard Eichmann of NERA to update Honda's  
 23 own projection of the "CRAZY" demand for replacement HFL units undertaken in 2013 (ECF No.  
 24

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1 259 at 10-12, Exhibit "X"). Attached as Exhibit "H" is a copy of the Report of Richard J.  
 2 Eichmann. However, an analysis such as Honda's is grounded on tallies of HFL units and does  
 3 not directly measure the number of disconnections nor consider that the Settlement provides an  
 4 HFL Disconnection Payment of \$350 simply with proof of an "indication that the vehicle suffered  
 5 from excessive parasitic drain from the HFL Unit that was not replaced" whether or not it was  
 6 actually disconnected. Settlement Agreement § 2.30. That is, such an analysis is underinclusive.  
 7

8 13. NERA estimates that 27.2% of Class Vehicles will have an HFL unit replaced or  
 9 disconnected in the ten (10) year period provided for in the Settlement. Of this total, 38,364  
 10 vehicles are estimated to have replacement HFL units and 8,413 are estimated to have their HFL  
 11 units disconnected. Using the cash benefits available through the Settlement, this amounts to  
 12 upwards of \$19 million of potential HFL Replacement Reimbursements and nearly \$3 million in  
 13 HFL Disconnection Payments.

14 14. Although Plaintiffs remain confident in their position heading into a class trial,  
 15 Class Counsel acknowledges their claims could face difficulties at trial, and there are substantial  
 16 risks that the continued litigation would not yield a better result than this Settlement, which are set  
 17 out at greater length here and in the accompanying Memorandum of Points and Authorities.  
 18

19 15. First, Plaintiffs faced obstacles in having their allegations survive Honda's motion  
 20 for judgment on the pleadings. One such hurdle is recent Ninth Circuit precedent restricting claims  
 21 for equitable restitution under the California Legal Remedies Act ("CRLA") and the Unfair  
 22 Competition Law ("UCL"). In *Sonner v. Premier Nutrition Corp.*, 971 F.3d 834 (9th Cir. 2020),  
 23 the Ninth Circuit held that in order to plead a claim for equitable restitution under the CLRA and  
 24 UCL, a plaintiff must allege that they lack an adequate remedy at law. In this Court's recent  
 25 decision granting in part Honda's motion for judgment on the pleadings, the Court in relevant part  
 26

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1 rejected Plaintiffs' claims for restitution under the CLRA and UCL, for failure to plead an  
 2 inadequate remedy at law, based on *Sonner*. *See Lou v. Am. Honda Motor Co., Inc.*, No. 16-CV-  
 3 04384-JST, 2022 WL 18539358, at \*2 (N.D. Cal. Aug. 26, 2022). The Court granted the Plaintiffs'  
 4 request for leave to amend those claims to add the allegation that they lack an adequate remedy at  
 5 law. *Id.* at \*7. The Plaintiffs filed a Fourth Amended Complaint ("FAC") on September 9, 2022,  
 6 alleging that they lacked an adequate remedy at law for purposes of their California CLRA and  
 7 UCL claims. ECF No. 403 ¶ 717. In response, Honda filed a motion to dismiss the FAC, seeking  
 8 dismissal of the California CLRA and UCL claims on various grounds, including the ground that  
 9 under *Sonner* the Plaintiffs had failed to plead the lack of an adequate remedy at law. ECF No.  
 10 407. While the Plaintiffs filed an unopposed motion for preliminary approval of a settlement  
 11 between the parties, ECF No. 429, and in light of the class action settlement the Court has  
 12 terminated as moot Honda's pending motion to dismiss the California CLRA and UCL claims,  
 13 ECF No. 428, the fact remains that absent approval of the settlement the Plaintiffs' California  
 14 CLRA and UCL claims faced an uncertain future.  
 15

16. Further, additional hurdles facing Plaintiffs' claims absent the settlement approval  
 17 are motions of Honda to strike the expert witness testimony of Plaintiffs' experts Nidhi Agrawal  
 18 and David Gilbert, ECF Nos. 359, 360, and Honda's motion for summary judgment, ECF No. 357,  
 19 366, all of which the Court terminated, ECF No. 428, pending approval of the settlement.  
 20

21. Lastly, absent approval of a settlement, and assuming their success on the pending  
 22 motions of Honda, Plaintiffs' success at trial and on any future appeals to the Ninth Circuit by  
 23 Honda is not guaranteed.  
 24

25. With regard to attorneys' fees, costs and service awards, the Settlement Agreement  
 26 (§§ 5.3-5.5) provides verbatim:  
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AHM agrees to pay reasonable attorneys fees and expense reimbursement to Class Counsel and reasonable service awards to the Named Plaintiffs, as approved by the Court, and as consistent with the provisions of this Settlement Agreement. The Parties have not yet agreed on reasonable amounts for attorneys fees and reimbursable litigation expenses to be paid to Class Counsel (the "Class Counsel Fees and Expenses Award"). The Parties also have not yet agreed on appropriate amounts for Service Awards for the Named Plaintiffs. The Parties continue to negotiate to reach agreement on Class Counsel Fees and Expenses Award as well as agreement on the amounts of the Service Awards. If the Parties are unable to reach agreement, the Parties will attempt to narrow the dispute(s) as much as possible and Plaintiffs will apply to the Court for: (1) an order awarding the Class Counsel Fees and Expenses; and (2) for an order awarding Service Awards, either or both of which AHM may oppose.

Class Counsel will apply to the Court for the total amount of Class Counsel Fees and Expenses Award and Service Awards concurrently with the submission of their motion in support of the Final Order and Judgment. In no event, unless there is a contrary agreement by the Parties, will AHM pay Class Counsel Fees and Expenses or Service Awards approved by the Court (a) prior to the Effective Date; and/or (b) prior to the date that the order(s) awarding the Class Counsel Fees and Expenses and/or Service Awards become Final, whichever is later.

The Class Counsel Fees and Expenses Award and Service Awards will be paid separate and apart from any relief provided to the Settlement Class pursuant to this Settlement Agreement. Within forty-five (45) days after the Effective Date, provided that the order(s) awarding Class Counsel Fees and Expenses and/or Service Awards have become Final, and provided that Class Counsel has provided AHM with requisite W-9s and completed wire transfer forms and the relevant trust account information, AHM shall pay, by wire transfer, Class Counsel Fees and Expenses and Service Awards.

19. The declarations and exhibits filed along with this fee application are being  
 20 submitted by the Plaintiffs' law firms of Carella, Byrne, Cecchi, Brody & Agnello, P.C. (Exhibits  
 21 A-C), Seeger Weiss LLP (Exhibit D), Hagens, Berman, Sobol Shapiro LLP (Exhibit E), Shepard,  
 22 Finkelman, Miller & Shah, LLP (Exhibit F), and the Terrell Marshall Law Group PLLC (Exhibit  
 23 G).

25. Class Counsel seeks approval of attorneys' fees and costs for their work and the  
 26 work of their co-counsel in the amount of \$9,797,336.66, which includes 8,759,878.00 in fees

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(based on 11,535.1 hours) and \$1,037,458.66 in costs. As set forth in our accompanying Memorandum, this amount has been arrived at through a variety of metrics, including utilizing our accumulated lodestar achieving the result we have. As is normal, our lodestar and fee request does not include the substantial time that will be incurred in the future, including further response and assistance to Settlement Class members, attending the final approval hearings, and any additional work that follows from that hearing. This fact is often overlooked but based on prior experiences, particularly in auto defect cases, this work can amount to hundreds of thousands of dollars of attorney time.

21. The time and expense information provided in the charts annexed to this declaration is taken from time and expense records and documentation prepared and maintained by our firm. I reviewed the firm's time and expense records and documentation when preparing this declaration. I confirmed the accuracy of the records, as well as the necessity for, and reasonableness of, the time and expenses committed to this litigation. As a result of this review, I believe the time reflected in the firm's lodestar calculation and the expenses for which payment is sought are reasonable and were necessary for the effective and efficient prosecution and resolution of the Action. In addition, I believe that the expenses are all of a type that would normally be charged to a fee-paying client in the private legal marketplace.

22. The lodestar amount of \$1,766,717.50 was calculated using the firm's current rates (or, in the case of individuals who no longer work at our firm, using their rate as of the date they last worked for the firm). A breakdown of the time by timekeeper is provided in Exhibit A and by task is provided in Exhibit B.

23. Our firm also seeks an award of expenses of \$435,720.74 in connection with the prosecution and resolution of the Action. The expenses pertaining to the Action are reflected in

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1 the books and records of our firm. These books and records are prepared from receipts, check  
 2 records, expense vouchers, and other documents and are an accurate record of the expenses. The  
 3 expenses incurred by our firm are summarized by category in Exhibit C.

4 24. Our firm's rates have been approved by courts around the country, including in  
 5 2023 in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio); 2020 in *In re:*  
 6 *Mercedes-Benz Emissions Litigation*, No. 16-881 (D.N.J.); in 2019 in *In re Volkswagen Timing*  
 7 *Chain Product Liability Litigation*, No. 16-2765 (D.N.J.); in 2016 in *In re: Volkswagen "Clean*  
 8 *Diesel" Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.);  
 9 and *In Re: Vytorin/Zetia Marketing, Sales Practices and Products Liability Litigation*, MDL No.  
 10 1938 (D.N.J.). Also, unlike many plaintiffs' firms, Carella, Byrne also represents clients on an  
 11 hourly basis at rates comparable to those reflected for Carella, Byrne in this fee petition. In  
 12 particular, I was retained this week in a patent infringement case at the same hourly rate I requested  
 13 here. In addition, the approved rate for senior attorney's in the Opioid litigation is higher than the  
 14 rate reflected in my petition here.  
 15

16 **EXPERIENCE AND QUALIFICATIONS OF CARELLA BYRNE TIME  
 17 KEEPERS**

18 25. The experience and qualifications of each Carella Byrne timekeeper is summarized  
 19 below.

20 26. I graduated from Colgate University in 1989 with honors, majoring in History and  
 21 Political Science. I was Executive Editor of the Colgate News. In 1989, I graduated from Fordham  
 22 University School of Law, where I was a member of the International Law Journal. Following law  
 23 school, I served as a law clerk to the Honorable Nicholas H. Politan in the United States District  
 24 Court, District of New Jersey from 1989-1991. I then served in the United States Department of  
 25

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1 Justice as an Assistant U.S. Attorney for the District of New Jersey, from 1991 until 1994. In that  
 2 capacity, I participated in numerous significant criminal prosecutions involving money laundering,  
 3 narcotics smuggling and violations of federal firearms laws.

4 27. Since 1994, I have been employed by Carella, Byrne, Cecchi, Brody & Agnello,  
 5 which is one of the leading consumer class action law firms in the New Jersey – New York  
 6 metropolitan area, as well as in the United States. I am a partner in the firm’s litigation department  
 7 and a member of my firm’s executive committee. I specialize in complex federal class actions,  
 8 and have extensive experience litigating and resolving complex class actions both in the Multi-  
 9 District Litigation context as well as otherwise. My firm’s class action practice was founded and  
 10 is led by me, and we have prosecuted some of the nation’s most complex and important consumer  
 11 class actions effecting consumer rights in the last ten years.<sup>1</sup> I have played a prominent role in  
 12 litigating and successfully resolving a variety of these class actions against some of the largest  
 13 corporations in the country, resulting in over \$100 million recovered for consumers. In cases  
 14 involving automobile manufacturers, I was the primary attorney at my firm involved in  
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17 <sup>1</sup> See, e.g., *In re Valeant Pharm. Int’l, Inc. Third-Party Payor Litig.*, No. 16-3087, 2022  
 18 WL 525807, at \*5 (D.N.J. Feb. 22, 2022) (finding that Carella Byrne as “Lead Counsel has  
 19 extensive experience and expertise in litigating complex class actions”) (citing cases); *In re  
 20 Mercedes-Benz Emissions Litig.*, No. 16-881, 2021 WL 7833193, at \*9 (D.N.J. Aug. 2, 2021)  
 21 (characterizing Carella Byrne and two other firms as “qualified and experienced in complex class  
 22 litigation and who have resources, zeal, and a successful record in class cases”); *Sapir v.  
 23 Averback*, No. 14-07331, 2015 WL 858283, at \*3 (D.N.J. Feb. 26, 2015) (“Carella Byrne,  
 24 Cecchi, Olstein, Brody & Agnello, P.C., is a well-respected law firm, and its attorneys have  
 25 experience litigating complex commercial actions.”); *Thomas v. Gerber Prod. Co.*, No. 12-1098,  
 26 2012 WL 1606627, at \*2 (D.N.J. May 8, 2012) (“[I]t is clear that Carella Byrne has sufficiently  
 27 demonstrated its qualifications as experienced litigators in the area of class action and complex  
 28 litigation,” and “has extensive experience in class action litigation dealing with consumer  
 29 fraud[.]”); *Waudby v. Verizon Wireless Servs., LLC*, 248 F.R.D. 173, 176 (D.N.J. 2008) (“Carella  
 30 Byrne has extensive class action experience in class actions involving cases” and “are proven,  
 31 high-powered litigators involved in some of the most complex class-action lawsuits in the  
 32 country[.]”).

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1 successfully resolving class actions, including: *Volkswagen “Clean Diesel” Marketing, Sales*  
 2 *Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.), in which I was appointed  
 3 to the Steering Committee and as Settlement Class Counsel on behalf of diesel vehicle owners who  
 4 alleged they were defrauded by Volkswagen’s representations of its diesel vehicles as being  
 5 environmentally friendly, when in reality VW had installed defeat devices designed to evade  
 6 governmental emissions test procedures; the settlement was in excess of \$15,000,000,000 for  
 7 consumer fraud and warranty claims. In *In re: Takata Airbag Products Liability Litigation*, MDL  
 8 No. 2599 (S.D. Fla.), I was appointed to Steering Committee and as Settlement Class Counsel; the  
 9 settlement in excess of \$1,500,000,000 for consumer fraud and warranty claims arising from use  
 10 of defective and dangerous airbags. In *In re: Mercedes-Benz Emissions Litigation*, No. 16-cv-881  
 11 (D.N.J.), I was appointed as interim co-lead counsel for the plaintiffs and the proposed class in  
 12 another case arising out of the alleged use of a defeat device to evade U.S. emissions regulations;  
 13 the settlement value was in excess of \$700,000,000. In *In re: Mercedes-Benz Tele-Aid Contract*  
 14 *Litigation*, MDL No. 1914, I was appointed co-lead counsel in a case involving a \$40,000,000  
 15 settlement of consumer fraud claims arising from Mercedes’ failure to notify “Tele-Aid”  
 16 customers of mandated change from analog to digital system, and its charging customers to replace  
 17 a system Mercedes knew would be obsolete.

20       28. I am also currently co-lead interim counsel in a number of pending automobile  
 21 defect cases, including: *Tijerina v. Volkswagen Group of Am. In*, No. 21-18755 (D.N.J.); *Rose v.*  
 22 *Ferrari North America, Inc.*, No. 21-20772 (D.N.J.); *Cohen v. Subaru Corp.*, No. 20-8442  
 23 (D.N.J.); *Flynn-Murphy v. Jaguar Land Rover Automotive, PLC*, No. 20-14464 (D.N.J.). ADD  
 24 ARC MDL,  
 25  
 26  
 27

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1           29. I have also been involved as class counsel in numerous other non-automobile  
 2 related class actions that either resulted in court-approved settlements on behalf of consumers or  
 3 are still ongoing.<sup>2</sup>

4           30. James O'Brien joined Carella Byrne as counsel in 2017 after almost three decades  
 5 of practice in both the public and private sectors, and after 16 years at Seeger Weiss LLP. He  
 6 graduated from the New England School of Law in 1988, where he served as a symposium editor  
 7 on the law review. Thereafter, Mr. O'Brien served as law clerk with the U.S. Department of Labor,  
 8 Office of Administrative Law Judges, in Washington, D.C. He then entered the U.S. Department  
 9 of Justice through the Attorney General's Honors Program. He served for eleven years as a Special  
 10 Assistant U.S. Attorney in the Civil Division of the U.S. Attorney's Office, Southern District of  
 11 New York, where he was nominated three times for the Executive Office for United States'  
 12

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15           <sup>2</sup> See *In re: American Medical Collection Agency, Inc. Customer Data Security Breach*

16 *Litig.*, MDL No. 2904 (D.N.J.) (appointed sole lead counsel in national multi-district data breach

17 litigation); *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (appointed

18 to plaintiffs' executive committee relating to marketing of opioid drugs); *In Re: Vytorin/Zetia*

19 *Marketing, Sales Practices and Products Liab. Litig.*, MDL No. 1938 (D.N.J.) *In re Schering-*

20 *Plough/Enhance Sec. Litig.*, Civil Action No.: 08-cv-397 (D.N.J.); *In re Merck & Co., Inc.*

21 *Vytorin/Zetia Sec. Litig.*, Civil Action No.: 08-cv-2177 (D.N.J.) (consumer and securities fraud

22 claims arising from marketing and sale of anti-cholesterol drugs Vytorin and Zetia) (appointed co-

23 lead counsel in consumer cases which settled for \$41,500,000 and liaison counsel in securities

24 cases which collectively settled for \$688,000,000.); *In re: Liquid Aluminum Sulfate Antitrust Litig.*,

25 MDL No. 2687 (D.N.J.) (appointed as lead counsel and secured settlement of greater than

26 \$100,000,000.); *In Re Effexor XR Antitrust Litig.*, Civil Action No. 11-cv-5661 (D.N.J.) (claims

27 on behalf of indirect purchasers of brand-name drug alleging that manufacturer obtained patent by

fraud and enforced patent by sham litigation to maintain illegal monopoly of brand-name drug;

appointed as chair of plaintiffs' indirect purchaser executive committee.); *Davis Landscape v.*

*Hertz Equipment Rental*, Civil Action No. 06-cv-3830 (D.N.J.) (co-lead counsel in settlement

valued at over \$50,000,000 on behalf of contested nationwide class asserting claims that HERTZ'

loss/damage waiver charges violated the New Jersey Consumer Fraud Act because it provides no

benefit to customers); *In Re: Merck & Co., Inc., Securities, Derivative & 'ERISA' Litig.*, MDL

No. 1658 (D.N.J.) (securities fraud claims arising from Merck's failure to disclose problems with

commercial viability of anti-pain drug Vioxx which settled for more than \$1,000,000,000.)

DECLARATION OF JAMES E. CECCHI IN SUPPORT OF PLAINTIFFS'  
 MOTION FOR APPROVAL OF ATTORNEYS' FEES, COSTS AND CLASS  
 REPRESENTATIVES' SERVICE AWARDS

1 Attorneys' Director's Award for Superior Performance as a Special Assistant United States  
 2 Attorney, and twice for the U.S. Attorney General's John Marshal Award for Participation in  
 3 Litigation. He co-authored *Administrative Housekeeping and Ethical Matters in Mass Tort MDLs*  
 4 and *Class Actions*, published in the Sedona Conference Journal in 2012, and wrote a chapter for  
 5 *MDL Standards and Best Practices* published by the Duke Law Center for Judicial Studies in  
 6 2014. He also co-authored an amicus brief that was filed in a class action case before the U.S.  
 7 Supreme Court, *Christopher v. SmithKline Beecham Corp.*, 567 U.S. 142 (2012). See Brief of  
 8 Pharmaceutical Representatives as Amici Curiae in Support of Petitioners, *Christopher v.*  
 9 *Smithkline Beecham Corp.*, No. 11-204, 2012 WL 416749 (U.S. filed Feb. 6, 2012). At Carella  
 10 Byrne, Mr. O'Brien works on a diverse range of class action and appellate cases. Mr. O'Brien was  
 11 brought into this case at the class certification stage and assisted in all aspects of that motion as  
 12 well as in researching and drafting all subsequent briefs, motions and pleadings filed by the  
 13 Plaintiffs.

15 31. Lindsey Taylor was a former partner at Carella Byrne until 2023. Mr. Taylor had  
 16 practiced law at Carella Byrne for 21 years, focusing on class actions. Mr. Taylor performed work  
 17 for this case since its inception, including pleadings, discovery-related motions, motions to  
 18 dismiss, summary judgment, and expert discovery.

20 **EFFORTS OF CLASS REPRESENTATIVES**

21 32. Class Representatives Lindsay and Jeff Aberin, Don Awtrey, Charles Burgess, John  
 22 Kelly, and Joy Matza made significant contributions to the prosecution of this case by devoting  
 23 their time, effort, and reputation to this matter. They each made a decision to act as advocates on  
 24 behalf of tens of thousands of their peers, and taking the risk of litigation solely upon themselves,  
 25 even as the litigation continued for years. Each made their vehicles available for day-long

27 DECLARATION OF JAMES E. CECCHI IN SUPPORT OF PLAINTIFFS'  
 MOTION FOR APPROVAL OF ATTORNEYS' FEES, COSTS AND CLASS  
 REPRESENTATIVES' SERVICE AWARDS

1 inspections and were deposed, some on more than one day, assisted in the production of documents  
2 and in responding to interrogatories, and otherwise remained engaged in prosecuting their claims  
3 on behalf of the class they sought to represent.

4 I declare under penalty of perjury under the laws of the United States that the foregoing is  
5 true and correct. Executed this 4th day of April, 2024.  
6

7 Dated: April 4, 2024

Respectfully submitted,

8  
9 By: /s/ James E. Cecchi  
10 James E. Cecchi (admitted *pro hac vice*)  
11 CARELLA, BYRNE, CECCHI, OLSTEIN,  
12 BRODY & AGNELLO, P.C.  
13 5 Becker Farm Road  
Roseland, NJ 07068  
Telephone: (973) 994-1700  
Facsimile: (973) 994-1744  
Email: jcecchi@carellabyrne.com

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27 DECLARATION OF JAMES E. CECCHI IN SUPPORT OF PLAINTIFFS'  
MOTION FOR APPROVAL OF ATTORNEYS' FEES, COSTS AND CLASS  
REPRESENTATIVES' SERVICE AWARDS

CASE No. 4:16-cv-04384-JST